

15

From: Dawn Belt
Sent: Thursday, March 28, 2019 2:12 PM CDT
To: Peter J. Kosydar III
CC: Jordan Roberts; James A. Skochdopole; Jason Kulas; John Zutter; Jeff Vanderbilt; Charlie Ebersol
Subject: Re: fraudulent conveyance indemnity side letter [IWOV-LAWDOCS.FID1708176]
Attachments: image001.jpg, image002.gif, attachment 1.pdf, ATT00001.htm

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**ACTION BY WRITTEN CONSENT
OF THE
STOCKHOLDERS OF
EBERSOL SPORTS MEDIA GROUP, INC.
(a Delaware Corporation)**

March 27, 2019

The undersigned, being the stockholders of Ebersol Sports Media Group, Inc., a Delaware corporation (the “**Corporation**”), do hereby consent to and approve the adoption of the following resolution(s), without a meeting, pursuant to Section 228 of the Delaware General Corporation Law (the “**DGCL**”) and the Bylaws of the Corporation (the “**Bylaws**”), effective as of the date first set forth above (unless otherwise noted in the resolution):

1. Dundon Capital Term Sheet

WHEREAS, the Binding Term Sheet for Series 2 Preferred Stock Financing attached hereto as Exhibit A (the “**Term Sheet**”) was previously approved by the Corporation’s Board of Directors (the “**Board**”) and executed by the Corporation.

WHEREAS, among other things, the Term Sheet provides for an investment of up to \$70,000,000 from Dundon Capital Partners LLC (“**DCP**”), on terms that significantly dilute the ownership and significantly impact the economic and control rights of the Corporation’s existing stockholders, and the Corporation has already received approximately \$50,000,000 from DCP under these terms.

WHEREAS, the Term Sheet is a binding agreement enforceable by DCP against the Corporation.

WHEREAS, pursuant to the Corporation’s Restated Certificate of Incorporation (the “**Restated Certificate**”) and the DGCL, the written consent or affirmative vote of the holders of at least a majority of (i) the outstanding capital stock of the Corporation (voting together on an as-converted basis) and/or (ii) the outstanding Preferred Stock of the Corporation (voting together on an as-converted basis) (together, the “**Requisite Majority**”) is required to implement certain of the transactions described in the Term Sheet.

NOW, THEREFORE, BE IT RESOLVED, that that the undersigned stockholders, who constitute the Requisite Majority, hereby approve and ratify the Term Sheet.

RESOLVED FURTHER, that the officers of the Corporation, and each of them with full authority to act without the others, are hereby authorized, in the name of and on behalf of the Corporation, to execute and deliver, and to cause the Corporation to enter into and perform all its obligations under, the Term Sheet, together with such changes therein and to the schedules and exhibits thereto as any

WHEREAS, subject to the approval of the Preferred Requisite Majority, the Board (i) approved the Term Sheet Board Structure and (ii) appointed each of John Zutter and Tom Dundon as a Voting Director and Charles Ebersol as a Non-Voting Director, to serve until his successor is duly elected and qualified, or until the earlier of his death, resignation or removal.

WHEREAS, in connection with the implementing, and upon approval of the Term Sheet Board Structure and election of Messrs. Zutter and Dundon as Voting Directors and Charles Ebersol as a Non-Voting Director, Charles Ebersol, Dick Ebersol, Keith Rabois and Jeff Moorad resigned as directors of the Board.

NOW, THEREFORE, BE IT, RESOLVED, that the undersigned stockholders, who constitute the Preferred Requisite Majority, hereby (i) approve the Term Sheet Board Structure, (ii) elect each of John Zutter and Tom Dundon as a Voting Director and Charles Ebersol as a Non-Voting Director, effective as of February 24, 2019, to serve until his successor is duly elected and qualified, or until the earlier of his death, resignation or removal and (iii) approves the termination of the Voting Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

In witness whereof, by executing this Action by Written Consent, each undersigned stockholder is giving written consent with respect to all shares of the capital stock of the Corporation held by such stockholder. This Action by Written Consent may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one action. Any copy, facsimile or other reliable reproduction of this action may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used. This written consent shall be filed in the minute book of the Corporation and shall be effective for all purposes as of the date first set forth above.

STOCKHOLDERS:

FO2 LLC

By: Charles Ebersol

Name: Charlie Ebersol

Title: Proxyholder

3/27/2019

Date: _____

[SIGNATURE PAGE TO THE WRITTEN CONSENT OF THE STOCKHOLDERS OF EBERSOL SPORTS MEDIA GROUP, INC.]

EXHIBIT A

TERM SHEET

Jim and Peter,

After getting additional input, the majority stockholders are not comfortable signing the set of waivers and side letters being presented. The focus on trying to scope an indemnity in light of an unknown transaction feels like a futile exercise. But, everyone agrees the Binding Term Sheet controls, so the majority stockholders are willing to confirm that through the stockholder consent that we previewed with you last week.

So, with the combination of the board resolutions adopted in February and the attached stockholder consent, DCP can see that the then-serving board and majority stockholders have approved the Binding Term Sheet and the transactions described therein. The majority stockholders aren't comfortable making any other representations or waiving any other rights at this point. If the Board reviews and approves a more detailed deal around an asset transfer or other type of transaction, that they then want to submit to stockholders for further approval (if determined to be necessary at that point), then we can consider that accordingly.

Thanks,
Dawn

Direct Dial: [REDACTED]

On Mar 27, 2019, at 3:36 PM, Peter J. Kosydar III <pkosydar@bellnunnally.com> wrote:

Dawn,

Attached for your review are the following documents:

1. Investor Consent, Waiver, and Approval (clean and redlined against the draft that Jordan circulated on Sunday, 3/24, at 10:33 PM CST).
2. Side Letter - Charles and Richard Ebersol (clean and redlined against the draft that Jordan circulated on Sunday, 3/24, at 10:33 PM CST).
3. Side Letter - ESMG to DCP (This is a new document that was prepared based on the changes made to the Investor Consent, Waiver, and Approval.)

Please feel free to give us a call if you would like to discuss.

Thanks,

Peter

Peter J. Kosydar III | Associate
<image001.jpg><image002.gif>pkosydar@bellnunnally.com

- 2) in doing so, I'm happy to rep that we won't use our board roles to nullify any preexisting indemnifications from the company to officers or investors. This shouldn't be a carpet perpetualization of those protections but simply a preservation of what already was there. To be clear, DCP isn't stepping into those, it's simply repping it won't kill them. In an asset sale structure, RemainCo would be the indemnifier. Any new indemnifications from one or several NewCo(s) would be subject to future discussions.
- 3) any indemnification defense covered related to the company will be jointly managed, with selections, strategies, etc to be jointly defined and decided, with such agreements not to be unreasonably withheld. Practically, we expect the company or DCP to lead such activities.
- 4) for pre-existing indemnification matters, the company would be the indemnifier, and would have control/approval rights, not to be unreasonably withheld.

Jim - Charlie and I agreed it may be most efficient for you and your team to take the next turn with the goal of signing this tomorrow AM or COB latest.

Thanks all.

John Zutter
Dundon Capital Partners LLC
2100 Ross Avenue, Suite 550
Dallas, TX 75201
Phone: [REDACTED]

On Mar 24, 2019, at 11:32 PM, Jordan Roberts <jroberts@fenwick.com> wrote:

Jim –

Attached are updated drafts of the Side Letter (Dick will enter into a similar form of agreement) and the Investor Consent. Let us know if you have questions or would like to discuss.

JORDAN ROBERTS

Associate | Fenwick & West LLP | [REDACTED] | jroberts@fenwick.com
Admitted to practice only in California.

From: Charlie Ebersol [<mailto:ce@AAF.COM>]
Sent: Sunday, March 24, 2019 7:19 PM
To: John Zutter <cjz@dundon.co>
Cc: Dawn Belt <dbelt@fenwick.com>; James A. Skochdopole <jskochdopole@bellnunnally.com>; Jordan Roberts <jroberts@fenwick.com>; Peter J. Kosydar III <pkosydar@bellnunnally.com>
Subject: Re: fraudulent conveyance indemnity side letter [IWOV-LAWDOCS.FID1708176]

Working in that yes. Redlines back shortly.

From: James A. Skochdopole
[mailto:JSkochdopole@bellnunnally.com]
Sent: Sunday, March 24, 2019 11:04 AM
To: Dawn Belt <dbelt@fenwick.com>; Jordan Roberts
<jroberts@fenwick.com>
Cc: Charlie Ebersol <ce@aaf.com>; Peter J. Kosydar III
<pkosydar@bellnunnally.com>; John Zutter <jz@dundon.co>
Subject: fraudulent conveyance indemnity side letter [IWOV-LAWDOCS.FID1708176]

Dawn and Jordan,

Attached please find a side letter pursuant to which Dundon Capital Partners would indemnify Charlie Ebersol against a claim by Reggie against Charlie in connection with a vote by Charlie of Reggie's shares in favor of an asset sale if the asset sale transaction were a fraudulent conveyance.

Please let me know as soon as possible if you have any question or comments – I understand this clears the last impediment to Charlie executing the Investor Consent, Waiver and Approval today. My cell number is 214-991-1387.

-- Jim.

James A. Skochdopole | Managing Partner
jskochdopole@bellnunnally.com
<image001.jpg><image002.jpg> [REDACTED]
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